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Memorandum of Agreement

I. Introduction

A. This Agreement is entered into by the Federal Public Key Infrastructure (PKI) Policy Authority and _____ ("Agency").

B. This Memorandum of Agreement ("MOA") details the agreement between the Agency and the Federal PKI Policy Authority covering interoperability between the Agency Principal Certification Authority (CA) and the Federal Bridge Certification Authority (FBCA). Specifically, it sets forth the rights, responsibilities and reservations of both parties governing Agency's interoperation with the FBCA.

II. Background

The FBCA is designed to provide a mechanism for agencies employing agency-specific PKI domains to interoperate efficiently. The FBCA allows agencies to create and process trust paths between agency-specific PKI domains, so that digital certificates issued by CAs in one domain can be honored with an appropriate level of trust in a different domain.

The FBCA will act as a non-hierarchical "hub." An Agency Principal CA receives permission to interoperate with the FBCA under terms and conditions described in this document. This system will allow every CA that interoperates with the FBCA the possibility of interoperating with all participating agencies using the FBCA-issued certificates, in an environment of trust and reliability. This is accomplished through the use of policy mapping, which is how certificates issued in different agency PKIs meet one another's standards for authentication, integrity of data, non-repudiation, and encryption of data. Policy mappings between the Agency Principal CA and the FBCA are proposed by the Agency and approved by the Federal PKI Policy Authority, and then placed in the certificate issued by the FBCA to the Agency Principal CAs.

When the Agency is determining whether to rely on a certificate issued by another agency or party, however, it is not required to use the mapping expressed in the FBCA certificates. The Agency, at its sole discretion, may choose to use a separate mapping for certain transactions or for all transactions.

III. Scope

A. This Agreement is enforceable only by the parties and is binding upon the parties, by and through their officials, agents, employees, and successors. No person or entity is intended to be a third party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement in any civil, criminal, or administrative action. Similarly, this Agreement does not authorize, nor shall it be construed to authorize, access to any documents by persons or entities not a party to this Agreement.

B. The Agency's Application for Interoperability with the Federal Bridge Certification Authority ("Application") is incorporated into this document by reference. That Application includes the Agency's Certificate Policy and Certification Practices Statement which form part of the Application.

C. The FBCA Certificate Policy is incorporated into this document by reference.

D. The FBCA Certification Practices Statement is incorporated into this document by reference.

E. This Agreement shall constitute the entire integrated Agreement of the parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding.

F. If, at any time, either party to this Agreement desires to modify it for any reason, that party shall notify the other party in writing of the proposed modification and the reasons for it. No modification shall occur unless there is written acceptance by both Parties.

IV. Rights and Obligations of the Parties

This section details the rights and responsibilities of the parties. It describes what the Federal PKI Policy Authority will provide to the Agency and what the Agency agrees to do in return.

A. Responsibilities of the Federal PKI Policy Authority. By entering into this agreement, the Federal PKI Policy Authority agrees that it will do the following:

1. Oversee and ensure proper performance of, through the FBCA Operational Authority, the operation and maintenance of the FBCA and the FBCA Directory in accordance with the FBCA CP and CPS.
2. Promptly advise the Agency in the event of any material problem or inability to operate the FBCA in accordance with the FBCA CP or CPS, or

in the event that the Federal PKI Policy Authority becomes aware of a material non-compliance on the part of any other party that interoperates with the FBCA or takes any action to terminate or limit such other party's interoperability with the FBCA. Any such notification will occur as follows:

- a. The Administrator of the FBCA Operational Authority, or the Chair of the Federal PKI Policy Authority, shall notify _____ at the Agency (telephone number: _____; e-mail address: _____).
 - b. Notification will be done by telephone, by digitally signed e-mail, or by any other mechanism agreed upon by the parties separate from this agreement but documented in official correspondence between the parties, signed by the Chair of the Federal PKI Policy Authority and _____ at the Agency.
- B. Rights of the Federal PKI Policy Authority. By entering into this agreement, the Agency grants the Federal PKI Policy Authority the rights set forth in the FBCA CP, including appropriate access to Agency information such as CA audit results and operational information.
- C. Responsibilities of the Agency. By entering into this agreement, the Agency agrees that it will comply with the applicable requirements of the FBCA CP and its own CP and CPS governing operation of the Agency PKI. In particular, the agency will develop a matrix which delineates each requirement it must meet pursuant to this MOA, and will supply that matrix along with an attestation to the Federal PKI Policy Authority that all of the requirements are being met, no later than 90 days after the date that this MOA goes into effect. Agency responsibilities to the Federal PKI Policy Authority include:
1. Responding within a reasonable time to any requests for information by the Federal PKI Policy Authority or the FBCA Operational Authority.
 2. Maintaining compliance with the requirements of this MOA, or notifying the Federal PKI Policy Authority promptly in the event of an actual or expected material nonconformance.
 3. Notifying the Federal PKI Policy Authority in the event of any material change to the information in its Application.
 4. Ensuring compliance audits are performed and the results reported to the Federal PKI Policy Authority as required in the FBCA CP.

V. Certificate Policy Mapping

The mapping between the Agency's certificate levels of assurance and the FBCA's certificate levels of assurance shall be as detailed in the table below. This information shall be expressed in the policyMappings extension of the certificate issued by the FBCA to the Agency Principal CA.

FBCA Certificate Level of Assurance	Agency Certificate Level of Assurance
Test	
Rudimentary	
Basic	
Medium	
High	

VI. Liability

Each party to this agreement shall hold the other harmless with respect to any liability arising out of the operation of the FBCA or the Agency PKI.

VII. Special Considerations

<Here is where any provisions specific to the case at hand would be added.>

VIII. Termination of the MOA

This MOA may be terminated under two circumstances:

- A. At the discretion of the Federal PKI Policy Authority. Should the agency not comply with its obligations under the FBCA CP, Agency CP, this MOA, or

should an Agency fail an audit, this MOA and the certificate issued by the FBCA to the Agency may be revoked at the sole discretion of the Federal PKI Policy Authority, upon written notification being provided to the Agency and in accordance with procedures published by the Federal PKI Policy Authority.

- B. At the request of the Agency. The certificate issued by the FBCA to the Agency Principal CA may be revoked upon an authenticated request to the Administrator of the FBCA Operational Authority or the Chair of the Federal PKI Policy Authority, by a designated official of the Agency responsible for the Principal CA. This official is _____ .

IX. Termination of FBCA Operation.

In the event that the Federal PKI Policy Authority decides to terminate the operation of the FBCA, certificates signed by the FBCA shall be revoked and the Federal PKI Policy Authority shall advise agencies who have entered into MOAs with the Federal PKI Policy Authority that FBCA operation has terminated so they may revoke certificates they have issued to the FBCA.

X. Date of Effect.

This MOA shall enter into effect upon the signatures of both parties.

FOR THE Federal PKI Policy Authority:

FOR THE AGENCY:

Chair, Federal PKI Policy Authority

XXXX

Date: _____

Date: _____